

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

STEVEN G. MILLETT,
MELODY, J. MILLETT,
On Behalf of themselves
And all others similarly situated.

Plaintiffs,

VS. NO. 05-599-SLR
TRUELINK, INC.,
A Trans Union Company.

Defendant:

VOLUME I

DEPOSITION OF MELODY J. MILLETT, a Plaintiff, taken on behalf of the Defendant before Nissa M. Sharp, CSR, CCR #528, pursuant to Notice on the 3rd of May, 2007, at the offices of CLOON LAW FIRM, One Hallbrook Place, 11150 Overbrook Road, Suite 350, Leawood, Kansas.

COPY

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1 APPEARANCES

2 Appearng for the Plaintiffs was MS. B.
3 JOYCE YEAGER of YEAGER LAW FIRM, LLC, City
4 Center Square, 26th Floor, 1100 Main Street,
5 Kansas City, Missouri 64105.

6 Also appearing for the Plaintiffs was
7 MR. BRYSON R. CLOON of CLOON LAW FIRM, One
8 Hallbrook Place, 11150 Overbrook Road, Suite
9 350, Leawood, Kansas 66211.

10 Appearng for the Defendant were
11 MR. MICHAEL O'NEIL and MS. HEATHER SCHUMAN of
12 DIA PIPER US, LLP, 203 North LaSalle Street,
13 Suite 1900, Chicago, Illinois 60601-1293.

14 Also present was Leda Gipson of MCR
15 VIDEO.

16 INDEX

17 WITNESS: PAGE:

18 MELODY J. MILLETT

19 Examination by Mr. O'Neil

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1 question is you don't know who Mr. Perez is.

2 Q. Uh-huh. So, as I think you mentioned,
3 before, you know, your lawsuits involve a number
4 of things, one of them is dissatisfaction with
5 the defendants' products, you know, when it
6 comes to Experian, TrueLink, and Equifax, right?

7 A. I'm sorry, can you please reread the
8 question?

9 Q. I'll withdraw it. You mention identity
10 theft, do you remember?

11 A. Yes.

12 Q. Okay. And that's kind of what prompted
13 your investigation, your purchase of products
14 and then the lawsuits, right?

15 A. Well, we had identity theft, yes.

16 Q. And to be more specific, what you were
17 referring to there is that somebody apparently
18 named "Mr. Perez" was using your husband's
19 Social Security number, right?

20 A. Yes.

21 Q. Okay. Have you ever been a victim of
22 identity theft?

23 A. I have been a victim of data breaches,
24 but I don't necessarily know that my particular
25 identity has been stolen. But, you know, given

1 Q. Well, right now I'm just asking about
2 you, we'll get to the class. Do you know how
3 much money you've paid TrueLink over the years?

4 A. I'm sure it's in one of those documents
5 somewhere that I've seen.

6 Q. I haven't seen it, but.

7 A. I believe it was in your production,
8 it's the order management screen that's got all
9 the transactions on there.

10 Q. And do you want all -- do you want the
11 court to order that TrueLink must deliver all
12 that money back to you?

13 A. Well, I believe I've heard the legal
14 term referred to as "disengorgement," is that
15 how that works? When you make false claims and
16 entice people to buy something under false
17 pretenses, that you don't have the right to keep
18 the money that you've made as a result of those
19 false assertions, is that how that works? I
20 think.

21 Q. Is it your understanding that you
22 brought a claim for disgorgement against
23 TrueLink?

24 A. It's my understanding that the class
25 will get some kind of relief for the products.

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1 that they purchased that did not work. Now, how
2 much relief that is or is not is a determination
3 for the court to make or as a result of any
4 class action settlement, should there be one.

5 Q. Well, you would agree that there's some
6 value to the products that you've purchased from
7 TrueLink, right?

8 A. Well, I mean, the value that exists for
9 the product only exists in the fact that you're
10 viewing your consumer disclosure online. That,
11 you know, there's a convenience value in that
12 aspect of it. But it does not perform as it's
13 advertised to perform in the fact that it does
14 not provide complete protection from identify
15 theft. It doesn't even provide basic protection
16 from identity theft.

17 Q. Have you canceled the subscription that
18 Mr. Millett has with TrueLink for credit
19 monitoring?

20 A. I believe so. It's been canceled now.

21 Q. Okay. And when did you cancel it?

22 A. I believe it was allowed to expire and
23 lapse, and the credit card that's in there was
24 expired and so you -- they have not been able to
25 place a new charge. So, I believe it lapsed in

1 and of its own accord. It's not like I called
2 somebody to cancel it.

3 Q. So, when did that occur?

4 A. I think the last charge was in November
5 of 2006 and there hasn't been one since.

6 Q. Why didn't you make effort to give a
7 new credit card so you can continue the credit
8 monitoring service?

9 A. Because there's no purpose in it.

10 Q. When did you come to the conclusion
11 that there was no purpose in purchasing the
12 credit monitoring service from TrueLink?

13 A. Well, I mean, it's been some time over
14 the course of the litigation. But, I mean, now
15 that I know that it really doesn't even cover
16 for anything, then there was just no point in
17 it, so I've discontinued it.

18 Q. And when did you learn that?

19 A. Like I said, that's been a evolving
20 process as new evidence has arised in this case
21 as we've gone along. But, I mean, there have
22 been little things. But, I mean, getting the
23 information, for example, that the -- that the
24 -- I'm drawing a blank here for a moment -- that
25 the Home Depot account had been relabeled and

1 that that information was still not presenting
2 in the product. The fact that we had had false
3 alert triggers on and off throughout 2005, I
4 believe was the year that those were occurring
5 in. That it serves no purpose, so I just
6 discontinued it.

7 Q. Prior to November of 2006, you
8 discontinued it?

9 A. No. I didn't renew -- the last charge
10 was in November of 2006, and I've not placed a
11 new credit card in there.

12 Q. Was November 2006 when you came to the
13 conclusion that there was no purpose for
14 purchasing the credit monitoring service?

15 A. No. It was when I made the conscious
16 decision to go in there and end it. TrueLink's
17 monitoring service is a negative opt-in. You
18 must specifically opt out or the subscription
19 continues automatically through no interference
20 or whatever of your own.

21 Q. Did you ever cancel it affirmatively?

22 A. What do you mean affirmatively?

23 Q. Meaning what you just said, that you
24 called TrueLink and said cancel it?

25 A. I already answered that, and I said no.

1 I allowed the subscription to lapse by not
2 giving them a new credit card number with the
3 correct expiration date.

4 Q. Because you told the "New York Times"
5 reporter that there was some value to credit
6 monitoring, right?

7 A. I told the "New York Times" reporter
8 that it was the best tool available, but it was
9 not as advertised.

10 Q. Right. And that you had continued to
11 purchase the product, right?

12 A. Well, you still have to be able to look
13 at your credit report, sir.

14 Q. Okay. So, when you had the
15 conversation with the reporter for the "New York
16 Times", you still thought that there was value
17 in the credit monitoring service, right?

18 A. Not the monitoring service. There is
19 value in having access to your credit report on
20 an ongoing basis, especially when you already
21 know you're a victim of identity theft.
22 However, it is not complete identity theft
23 protection as is advertised.

24 Q. Is that what TrueLink advertises?

25 A. I believe that's what was on their

1 right?

2 A. Yep.

3 Q. Okay. Do you know what the Organized
4 Crime Control Act of 1970 is?

5 A. Are you talking about RICO?

6 Q. Yes.

7 A. Yes.

8 Q. Are you familiar with RICO?

9 A. Uh-huh.

10 Q. Okay. And are you aware that you
11 brought claims against these certain defendants
12 under RICO?

13 A. Yes.

14 Q. But those claims were ultimately
15 dropped by your lawyers, weren't they?

16 A. As the investigation wore on, yes.

17 Q. Well, it was actually much -- I mean,
18 it was only a few months after you first filed
19 this lawsuit, right?

20 A. Right, but the investigation was
21 ongoing at that time.

22 Q. Okay. I want to -- are you generally
23 familiar with the procedural course of all of
24 the various lawsuits that you've filed against
25 all the various defendants?

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1 A. I'm sorry, I don't understand what you
2 means.

3 Q. Okay. You get all the pleadings that
4 were filed in this case?

5 A. Yes.

6 Q. Okay. And you're aware that claims
7 were filed against certain defendants that were
8 voluntarily dismissed, right?

9 A. Or dropped, yeah.

10 Q. Yeah. You're also aware that claims
11 were filed in one court and then later filed in
12 another court, right?

13 A. For those claims where whatever the
14 contracts had specified jurisdictions then, yes,
15 those courts were moved.

16 Q. Okay. Were you disappointed when your
17 lawyers told you that they had to dismiss all
18 but one or two of the defendants from the
19 initial case and file separate cases in the same
20 court?

21 MS. YEAGER: Objection.

22 Misstates the facts. Lack of foundation.

23 A. I'm sorry? Can I get the question
24 reread please?

25 Q. (BY MR. O'NEILL) You know what, I'll

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1 withdraw it. Were you surprised when you
2 realized that you had to file multiple
3 complaints in multiple courts before you finally
4 got the right to take discovery and get the
5 court to rule on motions?

6 MS. YEAGER: Objection. Lack of
7 foundation. Misstates testimony. Misstates
8 facts. You can answer.

9 A. Okay, can I get the question read back?

10 Q. (BY MR. O'NEIL) Well, hold on, I want
11 to address Ms. Yeager's objection that I
12 misstated facts. Are you aware that the first
13 lawsuit that was filed on behalf of you and
14 Mr. Millett by Barry Grissom and his colleagues
15 was the lawsuit that's right before you,
16 Exhibit 9?

17 A. Yes, I'm aware of that.

18 Q. Okay. And then are you also aware that
19 a decision was made a few months later to
20 dismiss most of those defendants and sue them in
21 separate lawsuits?

22 A. I believe this action remained and
23 became the Equifax case.

24 Q. Right. And you dismissed certain of
25 the defendants here from this case, and then you

1 filed separate lawsuits against them?

2 A. They were refiled, yeah, I believe.

3 Q. Okay. Do you have an understanding as
4 to why only a few months after the initial
5 lawsuit was filed a decision was made to dismiss
6 some of these and refile the individual cases?

7 A. I know a decision was made. I can't
8 discuss the content of the decision -- of the
9 discussions that were made to get to this
10 decision.

11 Q. Were you disappointed that it slowed
12 the progress of the litigation that that had to
13 occur?

14 A. The progress of the litigation is what
15 the progress of the litigation is.

16 Q. Uh-huh.

17 A. I mean, am I disappointed every time
18 the court postpones something or extends
19 deadlines or, you know, we get a new judge and
20 they set up a new schedule, I mean, it is what
21 it is.

22 Q. Uh-huh. And then once the individual
23 lawsuits were brought in the District of Kansas,
24 you learned that they had to be dismissed and
25 then filed in other courts, other parts of the

1 Q. Okay. And then Page 11 there's a
2 heading "Class Action Allegations - Fraud and
3 Negligence - Defendants Equifax, TransUnion
4 Experian." Do you see that, ma'am?

5 A. Yes.

6 Q. And then in Paragraph 38, it refers to
7 common questions of law and fact arising in this
8 action, as an example, subparagraph A, "Whether
9 the conduct of defendants Equifax, TransUnion
10 Experian," and then it goes on. Do you see
11 that, ma'am?

12 A. Yeah.

13 Q. Okay. Is this refreshing your
14 recollection that certain of the claims that you
15 were bringing against -- well, actually, I think
16 strike that. All of the claims that you were
17 bringing against TransUnion, Experian and
18 Equifax were all the same?

19 A. Yeah.

20 Q. Okay. Because you had bought the same
21 types of products and you thought they had
22 failed in the same way, right?

23 A. Well, I mean, they have similar
24 failures, yes. I don't know that I'd use the
25 word "same".

1 Q. So you'd use the word "similar" but not
2 "same"?

3 A. Correct.

4 Q. Bear with me, Mrs. Millett. Now, the
5 claims that you brought against Bank of America
6 and Ford Motor were not class action claims,
7 correct?

8 A. No, those were specific claims I
9 believe.

10 Q. And what do you mean by that, "specific
11 claims"?

12 A. They were specific claims to us I
13 believe, when they were refiled at least.

14 Q. You have a case pending against
15 Experian Information Solutions; isn't that
16 correct, ma'am?

17 A. I believe so, and I believe
18 consumerinfo.com is also on that suit too.

19 Q. Okay. Let me show you the complaint.
20 You're absolutely right. Let me hand you what's
21 been marked Millett Exhibit No. 10.

22 (M. Millett Exhibit 10 was marked
23 for identification by the reporter.)

24 Q. (BY MR. O'NEIL) Which has a stamp
25 indicating it was filed with the U.S. District

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1 Q. On behalf of your husband, you
2 purchased certain products from TrueLink in
3 August of 2003, right?

4 A. Yes, sir.

5 Q. Okay. And have you always been the one
6 to access the e-mails and the website of
7 TrueLink on behalf of your husband?

8 A. Pretty much, yeah, uh-huh.

9 Q. Okay. I mean, to your knowledge, your
10 husband never accessed the website, right?

11 A. Not where he went like by himself and
12 logged in, no.

13 Q. Okay. And you testified I believe
14 earlier today that you let the subscription to
15 credit monitoring lapse in November of 2006
16 because -- when the credit card was no longer
17 active, right?

18 A. Correct.

19 Q. Okay.

20 A. But the subscription probably would
21 have continued on for like three months, because
22 I think they renew it quarterly. So, you know,
23 that was the last payment that was made. So
24 whatever it is, three months or the quarter is
25 after that date is probably when it expired.

1 which January, maybe February of '07, I don't
2 know.

3 Q. Okay. Did you continue to get e-mails
4 from TrueLink until January or February 2007?

5 A. I got an e-mail from TrueLink yesterday
6 advertising for me to come back and resubscribe
7 to the product.

8 Q. Did you continue to get e-mails, credit
9 monitoring alert e-mails, from TrueLink until
10 January or February this year?

11 A. Well, they only give you -- send you an
12 alert if you -- if there's been a change.

13 Q. Okay.

14 A. So, there's not been an alert e-mail in
15 January or February of '07.

16 Q. When was the last time you got an
17 alert?

18 A. Oh, it's been I think in December some
19 time.

20 Q. December of 2006?

21 A. Yeah.

22 Q. Okay.

23 A. When we bought the car.

24 Q. That inquiry prompted the alert; is
25 that right?

1 A. Well, I believe in 2003 I did, but I
2 don't do it on every occasion, no.

3 Q. Well, I'll show you some pages that
4 have the description on TrueLink's website in
5 August of 2003 regarding the credit monitoring
6 product. Is it your testimony that in order for
7 you to access any product from TrueLink, you had
8 to look at that page or go through that page
9 first?

10 A. I believe in the upper right-hand
11 corner there's a little button that says "log
12 in" that's what you click on to log on to the
13 product.

14 Q. Okay. That's on the home page?

15 A. Yeah.

16 Q. Okay. There's a home page and then
17 there's pages that describe particular products,
18 right?

19 A. Well, the home page has products
20 described on the front of it.

21 Q. I understand. I understand. And --

22 A. And I might click those ads and go and
23 view some information, but where that takes me
24 to --

25 Q. Okay.

1 A. -- in the site I can't say without the
2 HTML code in front of me that say this page
3 links to this page.

4 Q. With I believe the exception of two
5 pieces of paper, the only website -- the only
6 screen prints from the TrueLink website that
7 were produced by your lawyers are in August of
8 2003?

9 A. That would be a true statement. I
10 haven't printed anything from the website since
11 then I don't think.

12 Q. Okay.

13 A. Unless maybe there's a printed credit
14 report or something like that where I've gone in
15 and printed out the product credit report.

16 Q. I understand. Have you ever viewed the
17 description that TrueLink has regarding credit
18 monitoring service since August of 2003?

19 A. It's all over the web. I mean,
20 obviously I do a lot of Google research on
21 identity theft. So, I mean, every time I go to
22 Google, I get an ad or marketing for TrueLink
23 when you do searches associated with identity
24 theft. So, you know, you click on the link and
25 you look at the stuff. So, where that goes, I

1 don't know if that's at TrueLink's site or if
2 that's at another site.

3 Q. Right now I'm just talking about the
4 TrueLink website. Have you ever viewed
5 TrueLink's description of the credit monitoring
6 product since August of 2003?

7 A. I just answered that question, yes.
8 But it's been as a result of I'm on Google, I'm
9 researching identity theft matters and a link
10 will come up for TrueLink that's protect your
11 identity or whatever and I might click on it and
12 that will take me to a page. Now, whether
13 that's in TrueLink's site or not in TrueLink's
14 site, I can't say. But it is marketing material
15 for the TrueLink product.

16 Q. But you never printed that out?

17 A. No.

18 Q. Do you think it's relevant to this
19 lawsuit?

20 A. What?

21 Q. The marketing of the credit monitoring
22 product that you saw since August of 2003? Do
23 you think that's relevant to this lawsuit?

24 A. Well, I mean, yeah, it's relevant.

25 Q. Okay. Did you notice any changes in

1 the marketing of the product since August of
 2 2003?

3 A. There's been subtle changes in wording
 4 and whatnot.

5 Q. Uh-huh. And do you think those changes
 6 made the marketing more accurate, less accurate
 7 or didn't make a difference?

8 A. Well, I still think that the marketing
 9 the way that it's currently being phrased and
 10 presented to people leads people to believe that
 11 the product contains features and services that
 12 it does not contain, yes, I believe it's still
 13 inaccurate.

14 Q. But you couldn't really tell me in what
 15 way, because you don't have that actual
 16 marketing materials, right?

17 A. Well, if you'd like, I'll go home
 18 tonight and print out the site and I'll send it
 19 to you and I'll tell you why I think it's
 20 inaccurate.

21 Q. That might be helpful actually.

22 MS. YEAGER: Counsel's going to
 23 request that you put that request in writing.

24 MR. O'NEIL: Well, I think --
 25 well...

1 specific question came up of the specific
2 charges that people wanted the information for
3 that. So I went out to get the bank records
4 specifically for this purpose.

5 Q. On behalf of your husband, you've also
6 purchased credit reports and other products from
7 TrueLink, right?

8 A. That would be correct.

9 Q. None of those are really mentioned in
10 your complaint though, do you recall that? I
11 mean, your complaint is about credit monitoring,
12 that's the product you reference in the
13 complaint?

14 A. Correct.

15 Q. Do you -- are you suing -- are you
16 suing TrueLink with regard to the other products
17 that you purchased other than credit monitoring?

18 A. I think we've reduced it just down to
19 the breach of contract for the credit monitoring
20 TrueLink product, so yes. But, I mean, in the
21 beginning, I think that we were suing for fair
22 credit reporting violations which would have
23 concerned the reports that were involved.

24 Q. And are you suing -- have you ever
25 purchased credit monitoring for yourself?

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1 A. No. Not that I'm aware of.

2 Q. Okay. Have you ever purchased any
3 products from TrueLink for yourself?

4 A. I think there was a purchase made for a
5 three-in-one credit report for myself at some
6 point in time. But I cannot find the records
7 that are associated with it.

8 Q. When did you make this purchase?

9 A. I mean, I don't recall the exact time
10 period. I know that there was a time period
11 that we bought both reports for my husband and
12 myself, because we didn't know what was going on
13 with all of the banking information and
14 everything was all chaotic. So, there was a
15 point in time where I had both my report and his
16 report.

17 Q. From TrueLink?

18 A. Well, from TransUnion. I don't know if
19 it's TrueLink or not. You know, it's very hard
20 to delineate that relationship. You know, if
21 you buy the credit report online and you go to
22 TransUnion.com, you get a credit report through
23 TrueLink. So, whether I bought the report from
24 TransUnion or TrueLink, I don't know. I can
25 only tell you that I bought a report. Now, I

1 A. I only gave you those things which were
2 in my possession. If it's not in my possession,
3 I don't know that I'm obligated to produce it if
4 it's not in my possession.

5 Q. Do you know what year you allegedly
6 purchased this three-in-one credit report from
7 TrueLink on your own behalf?

8 MS. YEAGER: Objection. Asked
9 and answered.

10 A. I would assume it would have to be some
11 time after March of 2005, because that's when
12 the website records that I had a new membership
13 created.

14 Q. (BY MR. O'NEIL) But in any event,
15 whether or not -- I mean, assuming that you
16 actually did buy this product, you're not suing
17 on that product, right?

18 A. That's a credit report, that's not
19 monitoring.

20 Q. Ma'am, it's really a yes or no answer.
21 I'll say it again. Regardless -- assuming that
22 you actually bought this three-in-one credit
23 report relating to yourself from TrueLink,
24 you're not suing TrueLink on behalf -- with
25 regard to that product, right?

1 A. No.

2 Q. Did you actually get the
3 interrogatories that TrueLink's lawyers sent to
4 your lawyer asking about your purchases?

5 MS. YEAGER: Objection. Asked
6 and answered.

7 MR. O'NEIL: No, it wasn't.

8 Q. (BY MR. O'NEIL) Go ahead and answer.
9 Mrs. Millett.

10 A. Yes.

11 Q. And did you prepare, physically
12 prepare, the document that was the response to
13 the interrogatories?

14 A. The interrogatory -- my
15 interrogatories?

16 Q. Yes.

17 A. I worked with my attorneys to prepare
18 those. I didn't physically type them if that's
19 what you mean.

20 Q. That's what I meant.

21 A. No, I didn't physically type them.

22 Q. You just gave the information to your
23 lawyers and they prepared it?

24 A. Right.

25 Q. Okay. And did you review the

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1 purchased a product from TrueLink?

2 A. I believe I purchased a three-in-one
3 credit report.

4 Q. Do you know how much it cost you?

5 A. I can't even say. Maybe 19.95 or
6 whatever they charge for it. I don't really --
7 cost wasn't the issue when I purchased it
8 anyhow.

9 Q. What was the purchase -- what was the
10 purpose for which you purchased it?

11 A. Just to look at my own information.

12 Q. Did you see any defects in the
13 three-in-one credit report?

14 A. What do you mean?

15 Q. Did you see any deficiencies in the
16 product that you had purchased from TrueLink?

17 A. Well, I mean, not on TrueLink's part,
18 but there were deficiencies in credit furnishers
19 that had misreported information on my behalf,
20 yes.

21 Q. Have you ever entered into a contract
22 with TrueLink?

23 A. Not for monitoring, no.

24 Q. Have you ever entered into a contract
25 with TrueLink for any product?

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1 with the phone company, you know, for my DSL
2 service.

3 Q. Okay. But the only people who will use
4 that address are the ones that you gave them.
5 that address, right? I mean... .

A. No. What I mean is it's the default account for the whole household. It belongs to the phone number. Obviously we all use it, me, my husband, some of the kids.

Q. Does your husband have his own unique e-mail address?

A. No, he does not.

Q. You're not allowed to have more than one e-mail account with your phone company?

15 A. No. We can, but those are called sub
16 accounts. This is the master.

17 Q. So, your husband doesn't have his own
18 unique e-mail address; is that right?

A. Right.

20 Q. Okay.

21 MR. O'NEIL: I think we have to
22 change the tape, so let's go off the record.

25 (Recess.)

1 A. The main thing?

2 Q. Well, you know, that's a bad question,
3 let me withdraw that. Do you see there it says,
4 "Receive weekly e-mail alerts to changes in your
5 report"?

6 A. Yes.

7 Q. And then below that it says,
8 "Immediately find out about credit report
9 changes, including fraudulent activity, etc."
10 Do you see that?

11 A. Yes.

12 Q. When you read this, did you think to
13 yourself, well, this is only going to tell us
14 about changes to my husband's report and not
15 about changes to Mr. Perez's report?

16 A. It says up here, "Complete identity
17 theft protection with weekly fraud watch
18 e-mails" at the very top.

19 Q. Could you just answer my question?

20 MR. O'NEIL: Let me go -- can the
21 court reporter read back my question?

22 (Whereupon, the requested portion
23 of the record was read by the reporter.)

24 A. No, I did not.

25 Q. (BY MR. O'NEIL) And did you believe on

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1 August 6, 2003, that even though TransUnion told
2 you they couldn't give you that information,
3 that you thought TrueLink was going to be able
4 to tell you about changes to Mr. Perez's report?

5 A. No. I thought they were going to tell
6 me about changes relating to my husband's Social
7 Security number.

8 Q. And why did you think that?

9 A. Because they're advertising complete
10 identity theft protection, and I thought that
11 meant they were going to be protecting the
12 Social Security number once I signed up for this
13 product.

14 Q. Well, Mrs. Millett, wait a minute. As
15 of August 2003, you had already gone around and
16 round and round with TransUnion, Experian and
17 Equifax, right? And all three of them told you
18 we can't give you any information in Mr. Perez's
19 report, right?

20 A. No, TransUnion gave me information in
21 Mr. Perez's report, it's in the letter.

22 Q. Okay. They told you what the accounts
23 were, but they told you they couldn't give you
24 the details about the report, right?

25 A. I'm sorry, I don't understand the

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1 paragraphs and it's so long and who reads that
2 stuff? Do you remember that?

3 A. Yes.

4 Q. Okay. What's your recollection? Did
5 you read the first sentence? Did you read none
6 of it? Did you skim it? I think you said you
7 skimmed it this morning?

8 A. Yep.

9 Q. Okay. Do you recall when you skimmed
10 the membership agreement in August of 2003, did
11 it have any reference to the fraud resolution
12 services?

13 A. Yes.

14 Q. You do recall that?

15 A. I do recall some of it.

16 Q. Okay.

17 A. Yeah.

18 Q. And did it tell you that they'd be
19 presented by Promise Mark?

20 A. Well, the advertisement on the page
21 represented that, so I don't know that I
22 remember that the agreement specifically says
23 that, but it is part of my recollection.

24 Q. Were you acting as an agent for your
25 husband when you clicked "I agree" to the credit

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1 characterize it in that way.

2 Q. (BY MR. O'NEIL) So, whenever the --
3 you've read "The New York Times" article, right?

4 A. Yes, I participated in it.

5 Q. Okay. And --

6 MS. YEAGER: Do we have a
7 question?

8 VIDEOGRAPHER: Go ahead.

9 MS. YEAGER: I'm sorry to
10 interrupt.

11 Q. (BY MR. O'NEIL) Were you misquoted in
12 that article?

13 A. No, you're misquoting the article.

14 Q. Okay. So, is everything in that
15 article accurate as far as you're concerned?

16 A. Fairly accurate, yeah.

17 Q. Fairly accurate?

18 A. Uh-huh.

19 Q. Okay.

20 A. I mean, because the article isn't
21 100 percent about me, so I don't know. I can't
22 attest to the accuracy of the rest of it.

23 Q. I understand. Obviously, You're
24 quoted as saying, quote, "I still have credit
25 monitoring because of the simple fact that it is

1 the best tool available at this time."

2 A. And what's the rest of sentence?

3 Q. "It is not ideal, it is broken and it
4 is not as advertised." Is that an accurate
5 statement?

6 A. That's the statement, yes.

7 Q. Okay. So, it's still valuable enough
8 for you to continue using it and continue buying
9 it, isn't that correct?

10 A. Well, I'm not buying it anymore, am I?

11 Q. Well, you did for years and years and
12 years after you claimed that it didn't work?

13 A. And I don't deny that.

14 Q. Okay. And the only reason why you're
15 not buying it today is because your credit card
16 changed and you didn't give the company a new
17 credit card?

18 MS. YEAGER: Objection.

19 Misstates --

20 Q. (BY MR. O'NEIL) Isn't that right?

21 MS. YEAGER: -- the testimony.

22 A. No. I just -- I elected not to go in
23 there and put in a new credit card when it
24 arrived. So, to that extent that's why it's no
25 longer going on.

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1 of this product, yes, I do.

2 Q. (BY MR. O'NEIL) That's because you --
3 was that because you told him that?

4 A. Well, he was there when we signed up
5 for it. I mean, and he read the same ad I did.

6 Q. No, he was playing video games.

7 A. Well, I know he was playing video games
8 but I'm saying he read -- he -- we talked about
9 the ad, so I --

10 Q. Okay?

11 A. So, I know he knows what it said,

12 Q. You're not suggesting that he read the
13 ad, are you?

14 A. No, I read the ad to him.

15 Q. Oh, you read it out loud to him?

16 A. Yes.

17 Q. Oh.

18 A. He sits right behind me.

19 Q. Oh.

20 A. At his computer and I'm sitting at my
21 computer.

22 Q. He didn't say that, though, did he, in
23 his deposition?

24 A. What?

25 Q. So, it's your testimony that you're at

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1 one computer with your back to him ordering
2 products from TrueLink, he's in the same room
3 playing video games?

4 A. Behind me.

5 Q. And you read word for word the
6 marketing materials on the TrueLink website? Is
7 that your testimony?

8 A. I may have read -- I read a few
9 sentences. I didn't read all of the testimony.

10 Q. What sentences did you read to him?

11 A. I don't recall specifically. I just
12 know in general that we read and talked about
13 what the product could do for us and that we
14 discussed that.

15 Q. Is it fair to say that you were more
16 interested in buying this product than
17 Mr. Millett was?

18 A. No. It was fair to say that both him
19 and I were looking for solutions to the problems
20 that we had -- were now facing.

21 Q. But he wasn't so interested that he
22 would stop playing his video games to actually
23 read about the product that you were buying on
24 his behalf, right?

25 A. I handle all those types of things, all

1 answers?

2 MS. YEAGER: She did not provide
3 them. She helped prepare them.

4 MR. O'NEIL: Oh, no, that
5 misstates the evidence of both your clients.

6 A. I prepared them with my lawyer. Now
7 did I physically sit down at the typewriter and
8 type each and every answer, no, I did not.

9 Q. (BY MR. O'NEIL) Oh, you don't?

10 A. No.

11 Q. Who did?

12 A. My attorneys typed those for me.

13 Q. Oh.

14 A. But I provided the content and the
15 context for each answer that's on the
16 interrogatory.

17 Q. Okay. So, interrogatories go to
18 Mr. Millett -- were you a little irritated that
19 they only went to Mr. Millett and not you as
20 well?

21 A. No.

22 Q. Okay. So the interrogatories go to
23 Mr. Millett, you provided the information and
24 Ms. Yeager types it. Is that the way it worked?

25 A. Yeah, I guess so.

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1. disagreeing with him then?

2. A. He may not have recalled it sitting
3. here in this chair, but that doesn't mean he
4. wasn't present when it occurred.

5. Q. He said he had a bad memory; is that
6. true?

7. A. He tends to be a very simple person.
8. Complex things are very complex.

9. Q. This litigation is very complex, isn't
10. it?

11. A. It would be complex for any person. I
12. -- wouldn't matter if Albert Einstein was
13. sitting in this chair.

14. Q. Now, let me direct your attention to
15. Interrogatory No. 12. And you can read the
16. interrogatory, but it's not really relevant to
17. my question. In the answer you said: "I asked
18. my wife to handle this as my agent. I know that
19. she has a lot more information about this."

20. A. Uh-huh.

21. Q. Okay. And there's other responses, No.
22. 15, "My wife and my attorneys have more
23. information about this." Number 16 and 17, "My
24. wife has more information about this;" Number
25. 18, "My wife has more information about this."

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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF DELAWARE

3
4 STEVEN G. MILLETT,
5 MELODY J. MILLETT,
6 On Behalf of themselves
7 And all others similarly situated,

8 Plaintiffs,

9 vs. NO. 05-599-SLR

10 TRUELINK, INC.,
11 A Trans Union Company,

12 Defendant.

13
14 VOLUME II

15
16
17 CONTINUED DEPOSITION OF MELODY J.
18 MILLETT, a Plaintiff, taken on behalf of the
19 Defendant before Nissa M. Sharp, CSR, CCR #528,
20 pursuant to Notice on the 13th of July, 2007, at
21 the offices of CLOON LAW FIRM, One Hallbrook
22 Place, 11150 Overbrook Road, Suite 350, Leawood,
23 Kansas.

24
25 COPY

1 APPEARANCES

2 Appearng for the Plaintiffs was MS. B.
 3 JOYCE YEAGER of YEAGER LAW FIRM, LLC, City
 4 Center Square, 26th Floor, 1100 Main Street,
 5 Kansas City, Missouri 64105.

6 Also appearing for the Plaintiffs was
 7 MR. BRYSON R. CLOON of CLOON LAW FIRM, One
 8 Hallbrook Place, 11150 Overbrook Road, Suite
 9 350, Leawood, Kansas 66211.

10 Appearng for the Defendant were
 11 MR. MICHAEL O'NEILL and MS. HEATHER SCHUMAN of
 12 DLA PIPER US, LLP, 203 North LaSalle Street,
 13 Suite 1900, Chicago, Illinois 60601-1293.

14 Also present was Lisa Hargis of MCR
 15 VIDEO.

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1 THE WITNESS: -- Exhibit 33.

2 MR. O'NEIL: Right.

3 Q. (BY MR. O'NEIL) And then the second
4 page of the long form notice describes the
5 litigation, Defendant's position, identifies the
6 class there in the bottom of Page 2, right?

7 A. Yes.

8 Q. And then on Page 3, it identifies the
9 changes that will be made to the marketing.

10 A. Yes.

11 Q. And do you recall reviewing that?

12 A. Well, as I testified earlier, I used
13 some of the key words, so, yeah, I recall
14 reviewing it.

15 Q. Do you think that offering class
16 members three free months of credit monitoring
17 is something of value to the class?

18 A. I specifically think that the way that
19 the product is currently configured, for this
20 class it might have some value, but these, this,
21 these class members do not specifically have
22 issues with identify theft, and identity theft
23 is not at issue in this suit.

24 Q. Uh-huh.

25 A. People who are trying to improve their

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1 credit score though do need frequent credit
2 polls or whatever as they clean up inaccuracies
3 in their reports or whatever else, where they
4 would want to see whether their adjustment is in
5 their score. I mean, I do frequent some, you
6 know, credit reporting forms, so, I mean, I do
7 see people out there who are trying to remove
8 bad debts from old bankruptcies that are still
9 out there after 14 years that should be deleted
10 and that kind of thing.

11 So, you know, three months of free
12 credit reports or whatever for them would have
13 some value to them in a credit repair context.

14 Q. To your knowledge, has any action been
15 taken on your behalf with regard to this
16 settlement?

17 A. No.

18 Q. Okay. Do you know what a Motion For
19 Intervention is?

20 A. Yes, I know what a Motion For
21 Intervention is. And I believe there was one
22 filed in Browns versus Yahoo or something like
23 that.

24 Q. Browning versus Yahoo.

25 A. Uh-huh.

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